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U.S. DISTRICT COURT E.D.N.Y.

★ MAR 16 2010 ★

BROOKLYN OFFICE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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THE CITY OF NEW YORK,

Plaintiff,

-against-

06 CV 6504 (JBW) (CLP)

BOB MOATES' SPORT SHOP, INC.; COASTAL TILE  
& ROOFING COMPANY, INC. d/b/a Coastal Pawn Shop;  
JOHN COSCIA d/b/a John's Gun & Tackle Room;  
FRANKLIN ROD & GUN SHOP, INC.; GWINNETT  
PAWN SHOP, INC.; HOT SHOTS, INC. d/b/a Hot Shots  
Jewelry & Pawn; MILLER ROD & GUN, INC.; RJS  
ENTERPRISES, INC. d/b/a Dick's Pawn North Shop;  
JERRY DALE ROOKS d/b/a Rooks Sales & Service; TCE  
OF VIRGINIA, INC. d/b/a Town & Country Pawn Shop;  
TOCCOA PAWN & VARIETY, INCORPORATED;  
TRADER WORLD, INC.;

Defendants.  
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**AMENDMENT TO THE STIPULATION AND SETTLEMENT AGREEMENT  
BETWEEN THE CITY OF NEW YORK AND TCE OF VIRGINIA, INC. D/B/A TOWN &  
COUNTRY PAWN SHOP**

**WHEREAS**, The City of New York (the "City") and TCE of Virginia, Inc. d/b/a Town & Country Pawn Shop ("Town & Country") entered into a Stipulation and Settlement Agreement (the "Agreement") on January 31, 2007, which was "So Ordered" by the Court on February 15, 2007;

**WHEREAS**, the City and Town & Country have agreed to a modification of the Agreement to clarify the effective date and end date of the compliance period specified by the Agreement; and

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**WHEREAS**, the City and Town & Country are of the view that any changes to the Agreement, a court-ordered document, must be presented to the ordering Court for its consideration and approval;

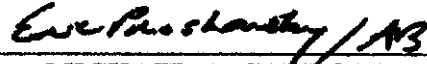
**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in the Agreement, and in consideration of the mutual promises and covenants by the parties made in connection with this Amendment To the Stipulation and Settlement Agreement Between The City of New York and Town & Country (the "Amendment"), the parties agree as follows:

1. Except as expressly provided for in this Amendment, the Agreement is unchanged.

2. Paragraph 13 of the Agreement is amended as follows:

The training and monitoring duties of the Special Master and the requirement to maintain the Bond shall terminate retroactively on January 31, 2010, three years from the date of execution of this Stipulation and Settlement Agreement, unless the Special Master determines that, before that date, Town & Country and/or each of its owners, employees and agents violated any applicable firearms law or regulation, or failed fully to comply with paragraphs 2-8 of this Stipulation and Settlement Agreement (the "Compliance Period"). By March 1, 2010, the Special Master shall provide to the parties either (a) written certification of compliance from the date of the Special Master's appointment through the end of the Compliance Period, or (b) the reasons for non-compliance. In the event that compliance is certified, the parties hereto shall jointly move the Court to dismiss the New York Action. The motion to dismiss shall include the City's consent to termination of the Bond.

The parties intending to be legally bound this 8<sup>th</sup> day of ~~February~~ <sup>March</sup>, 2010, have caused this Agreement to be executed by setting their hands and seals as follows.



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City of New York  
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By: Eric Proshansky



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**YVETTE BEHELER**  
President, TCE of Virginia, Inc. d/b/a  
Town & Country Pawn Shop

  
3/15/10